

**REQUEST FOR PROPOSAL
(RFP)**

RFP #07-03-JW

Issue Date: September 25, 2006

Title: Virginia Mercury Study

Commodity Code: 96132 (Environmental Impact Studies)
91843 (Environmental Consulting)

Issuing Agency: Commonwealth of Virginia
Department of Environmental Quality
629 East Main Street
Richmond, VA 23219

Using Agency And/Or Location
Where Work Will Be Performed: Department of Environmental Quality
Data Analysis Throughout Virginia

Initial Period of Contract: From: Date of Award through May 1, 2008, non-renewable.

Sealed Proposals Will Be Received Until 2 pm on November 13, 2006, For Furnishing The Services Described Herein.

All Inquiries For Contractual Information Should Be Directed To: Judy Wallace, VCO, Phone: (804) 698-4061, Fax: (804) 698-4178, or E-mail: jbwallace@deq.virginia.gov.

Technical Questions Should Be Directed to Melissa Porterfield, Phone: (804) 698-4238, Fax: (804) 698-4346, or E-mail: msporterfield@deq.virginia.gov.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: 1st Floor Receptionist Desk, Department of Environmental Quality, 629 East Main Street, Richmond, VA, 23219.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

Zip Code: _____

FEI/FIN NO. _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature in Blue Ink)

Name: _____

(Please Print)

Title: _____

Telephone Number: (____) _____

PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held at 10:00 a.m. on Tuesday, October 10, 2006 at the Department of Environmental Quality, 1st Floor Conference Room, 629 East Main Street, Richmond, VA, 23219. Vendors who elect not to attend the pre-proposal conference in person may participate via conference call, and should contact Ms. Melissa Porterfield by telephone at 804-698-4238 by Friday, October 6, 2006 to receive information on how to participate in the pre-proposal conference by telephone. If special ADA accommodations are needed, please contact Ms. Melissa Porterfield at (804) 698-4238 by October 2, 2006.

Note: The Department of Environmental Quality does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS
FOR
RFP #07-03-JW
VIRGINIA MERCURY STUDY

I.	PURPOSE	3
II.	BACKGROUND	3
III.	STATEMENT OF NEEDS	4
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	17
V.	EVALUATION AND AWARD CRITERIA	19
VI.	REPORTING AND DELIVERY REQUIREMENTS	20
VII.	PRE-PROPOSAL CONFERENCE (MANDATORY)	22
VIII.	GENERAL TERMS AND CONDITIONS	22
IX.	SPECIAL TERMS AND CONDITIONS	29
X.	METHOD OF PAYMENT	30
XI.	PRICING SCHEDULE	31
XII.	ATTACHMENTS	33
	ATTACHMENT A: IDENTIFICATION OF PROPOSAL ENVELOPE	34
	ATTACHMENT B: CONFLICT OF INTEREST FORM	35
	ATTACHMENT C: CERTIFICATE OF INSURANCE	36
	ATTACHMENT D: VENDOR DATA SHEET	38
	ATTACHMENT E: PROPRIETARY FORM	39
	ATTACHMENT F: SUBSTITUTE W-9 FORM	40
	ATTACHMENT G: PARTICIPATION IN SWAM	41

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of a mercury air emissions data analysis, a modeling assessment of mercury deposition, an analysis of the mercury deposition impact on fish tissue concentrations resulting from Virginia sources, as well as information on the human health risks from consuming methylmercury contaminated fish. These analyses will be used to support the Virginia Department of Environmental Quality's (DEQ) evaluation of potential measures needed to further reduce mercury emissions in Virginia. DEQ is required to provide an interim report and a final report to the Virginia General Assembly on issues that will be examined in the RFP.

II. BACKGROUND

Atmospheric mercury falls to earth through rain, snow and dry deposition and enters lakes, rivers and estuaries. Once there, it can transform into methylmercury, and can build up in fish tissue. The Clean Air Mercury Rule (CAMR) is expected to reduce emissions from fossil fuel-fired power plants that are transported regionally and deposited domestically, and it will reduce emissions that contribute to atmospheric mercury worldwide. There are sources other than those fossil-fuel power plants regulated under the CAMR that release mercury into the atmosphere. These sources can be global or local, and include smaller coal-fueled boilers, steel recycling, coke manufacturing, as well as naturally occurring mercury emissions.

EPA estimates the CAMR will reduce national mercury emissions from fossil-fuel power plants by 70 percent from 1999 levels when fully implemented. The program allows emission trading to occur nationally. Concerns have been raised by some groups that this trading will create areas in which mercury emissions are not reduced, and that the benefits of the CAMR will not be realized in these areas. Virginia law has established guidelines that place additional requirements on Virginia facilities subject to the CAMR, and has requested a mercury assessment to be conducted to justify if additional steps need to be taken to control mercury emissions from sources within Virginia. The deposition of atmospheric mercury from Virginia sources requires further examination to determine the impact the deposition occurring in Virginia has on the environment. Obtaining information to complete this examination is the key focus of this project.

Mercury emissions are of concern since mercury is a toxic, persistent pollutant that accumulates in the food chain. Mercury (Hg) is a known toxic trace element that exhibits varying toxicity depending on its chemical form in the environment. Mono-methylmercury (MMHg), for example, is a neurotoxin and teratogen, which bioaccumulates up the food chain by a factor of a million or more. Human and wildlife exposure to mercury is primarily due to the consumption of contaminated fish. According to the Virginia Department of Health's fish advisory guidelines, acute high-dose exposure to methylmercury can result in adverse effects in several organ systems to humans. The health effects on brain functioning include but are not limited to irritability, mental retardation, tremors, blindness in individuals who were exposed in utero, and sensory and motor impairment in exposed adults. Children who are exposed to methylmercury before birth may be at increased risk of poor performance on neurobehavioral tasks, such as those measuring attention, fine motor function, language skills, visual spatial abilities and verbal memory. Research indicates exposure to methylmercury can have adverse effects to women of childbearing age and cardiovascular systems of adults (variability in heart beat, blood pressure). Of the 189 compounds identified as hazardous air pollutants in the 1990 Clean Air Act, mercury was singled out for separate study to examine anthropogenic (human-caused) emissions and to define thresholds at which mercury affects human health and the environment.

In recent years, elevated levels of mercury have been found in fish in water bodies in relatively undisturbed areas that are not affected by significant direct dischargers of pollutants to the waterbody. This has been seen in several areas in the U.S., Canada and Europe, and many of these water bodies with these environmental characteristics are more “sensitive” to small amounts of mercury because it is more readily converted into methylmercury which then enters the food chain. In many of these cases the suspected source of mercury is mercury originally released into the air and deposited to the watershed.

As this understanding of the link between environmental conditions, methylmercury and accumulation of mercury into fish have become better known in recent years, DEQ has begun monitoring more of these suspected “mercury sensitive waters” such as ponds and rivers that are associated with swamps, even if there are few significant discharges of pollutants into those water bodies. Most of these mercury sensitive waters are found on the coastal plain (essentially east of Interstate 95). This monitoring has resulted in the discovery of elevated levels of mercury in fish from several of these waterbodies and between 2003 and 2006 the Virginia Department of Health issued new Fish Consumption Advisories for eleven waterbodies. These include portions of the Blackwater River (Southampton and Isle of Wight Counties), Dragon Run Swamp/Piankatank River, the Great Dismal Swamp Canal and Lake Drummond, the Mattaponi River and its tributary Herring Creek, the Pamunkey River, Chickahominy Lake and four small lakes. These advisories and other previously issued fish consumption advisories can be found at www.vdh.state.va.us/HHControl/fishingadvisories.asp.

Waters with fish consumption advisories are included on the Virginia Impaired Waters List. For each of these waters, a Total Maximum Daily Load study will be conducted for the purpose of determining the maximum amount of mercury that may enter each waterbody from all sources so the waters could support their designated uses. The information provided through this project will aid the Department in conducting these TMDL studies and in completing the detailed assessment of mercury deposition required by HB 1055 passed by the 2006 General Assembly.

III. STATEMENT OF NEEDS

Each task outlined in Sections III.A, B, C and D shall be priced out separately by the offeror. Mercury deposition analyses shall evaluate wet, dry and total deposition.

A. Mercury Emissions Data Analysis

Task 1 – Air Point Source Mercury Emissions Inventory Review

The contractor shall review Virginia’s point source mercury emissions inventory (approximately 100 facilities), to be provided by the DEQ, including the following:

Accuracy Review - DEQ has solicited source-specific inventory information for 2002 and 2005 from Virginia facilities. The contractor shall review Virginia’s air point source emissions to assess if the estimated total mercury emissions are reasonable. Additionally, the contractor shall review and verify the speciated mercury emissions calculations for each facility. The review shall include an analysis of available emission factors from stack tests, AP-42 or other methods. The contractor shall evaluate all emission factors and provide an assessment of the reliability of the point source emissions calculations for each facility (i.e., high/medium/low confidence). The contractor shall also perform a review of the point source stack parameters, UTM coordinates, and elevations for accuracy.

Task 2 – Mercury Emissions Inventory Summary

The contractor shall provide a summary of all mercury emissions sources that will be used as input to the mercury modeling assessment described in Section III.B. The summary shall include an analysis of anthropogenic (human caused) emissions and naturally occurring emissions. Anthropogenic emissions shall be evaluated by source categories such as energy production, material processing and disposal, and product usage. Estimates of local deposition are highly sensitive to air stack speciation measurements. Therefore, the summary shall clearly distinguish between measured versus unmeasured speciation data. Emissions estimates shall be provided for the baseline year modeling analysis as well as all future projection year modeling inventories (i.e., 2010, 2015 and 2018). Future year modeling inventories shall include requirements of the state specific rule that is being developed as required by passage of HB1055 during the 2006 session of the Virginia General Assembly. This legislation restricts some facilities from being able to fully participate in the federal trading program, and will require mercury reductions to occur within Virginia and surrounding areas. The summary shall include an analysis of emissions reductions and future trends from all source categories and shall compare the magnitude of Virginia's mercury emissions to regional (i.e. Mid-Atlantic States), national and global sources of mercury potentially impacting the State. All data shall be provided in both numerical and graphical formats (i.e., geographic maps, pie/stacked bar charts) to facilitate review by policy makers.

Task 3 – Literature Review

The contractor shall conduct a review of literature related to mercury in the environment. The review shall include atmospheric chemistry and reactivity, mercury deposition mechanisms, and the toxicological, physical and chemical characteristics of mercury. The contractor shall perform a literature review of reports dealing with mercury deposition and air emissions, and summarize the findings of the reports. The contractor shall provide a list of relevant websites, scientific journals, and studies found.

Task 4 – Mercury Emissions Data Analysis Report

As each task is completed in Section III.A (Tasks 1 through 3), the contractor will be expected to document:

- data sources,
- methods,
- results, and
- data uncertainty and limitations.

This approach allows the draft mercury emissions data analysis report to build from task reports and to reflect changes and revisions that occur over the history of the project. The contractor shall prepare a draft and final report to detail, document and summarize the results of the emissions data analysis tasks. A complete outline of the report is not specified in this RFP. However, the final report must contain:

- An executive summary that provides a brief overview and summary of the mercury emissions data analysis, overview and results
- Technical detail for all tasks

- A Virginia map identifying the locations of stationary sources included in the emission inventory, as well as the source category (for example, energy production, material processing and disposal, and product usage).

A draft outline of the emissions data analysis report shall be prepared for review by the DEQ Contract Administrator prior to the distribution of the draft report.

Within four weeks of receiving comments from DEQ (via the Contract Administrator), a final mercury emissions data analysis report shall be submitted to the Contract Administrator for approval. The contractor shall submit fifteen hard copies of the final report to the Contract Administrator for distribution. An electronic copy of the report, in a format approved by DEQ, shall be submitted to the Contract Administrator.

Task 5 – Data Archival and Transfer of Inventory Files

All relevant mercury emissions inventories required to corroborate the study findings will be provided in an electronic format approved by DEQ. Transfer of data may be facilitated through the combination of a project website and the transfer of large databases via overnight mail. Database transfers will be accomplished using an ftp protocol for smaller datasets, and the use of IDE and Firewire disk drives for larger data sets.

Task 6 – Quality Assurance Plan

The contractor shall develop a Quality Assurance Project Plan (QAPP) to ensure that the mercury emissions inventory review is scientifically sound, robust, and defensible.

Task 7 - Project Management

Effective communications and free flow of information between DEQ and the contractor is essential to accomplish this project. The objectives of this task are to manage project activities, participate in conference calls, manage the contract and provide general oversight and overall quality assurance.

The contractor shall submit a general project report plan during the first month of the contract. The contractor will review progress against this work plan monthly during the project and will revise the work plan as needed.

The following management activities, at a minimum, shall be performed as part of this task:

- Prompt response to questions raised by DEQ.
- Timely submittal of all deliverables.
- Participation in scheduled conference calls to be held approximately biweekly as well as expected ad hoc conference calls to be held as needed.
- Participation in up to 4 meetings (1 day per meeting) per year for purposes of project planning and review of project progress.

- Development and refinement of the project Scope of Work in cooperation with DEQ project representatives.
- Preparation of monthly progress reports.

Task 8: Other Tasks as Assigned

There is the possibility that during the course of the project additional tasks not originally identified will need to be completed. The costs associated with any additional tasks will be negotiated between the Contract Administrator and the contractor as the tasks are defined.

B. Mercury Deposition Modeling

Task 1 – Conceptual Model

The contractor shall develop and submit a conceptual model to DEQ for review and approval prior to conducting the modeling analysis. The conceptual model will provide a description of Virginia's mercury deposition that includes a discussion of transport, emissions transformation and deposition. The conceptual model shall incorporate existing deposition data. The conceptual model shall address issues such as those outlined below:

1. What are the specific meteorological parameters that influence mercury deposition in Virginia in order of importance?
2. Is the mercury deposition problem primarily a local one, or are regional, national and global factors important?
3. Are there any characteristic spatial patterns of mercury deposition?
4. Are there discernible trends in mercury deposition and are they accompanied by recent changes in emissions?
5. What past mercury modeling has been performed for Virginia and to what extent are the results consistent with the present study?

Task 2 – Modeling Protocol

The contractor shall develop and submit a modeling protocol that addresses dispersion, deposition and environmental fate of mercury to DEQ for review and approval prior to conducting the modeling analysis. The modeling protocol shall set forth the procedures, data sources and modeling approach to be used in performing the mercury modeling analysis.

Task 3 – Model Sensitivity Analysis

The contractor shall develop recommendations for model sensitivity simulations needed to determine the appropriate model configuration(s). Upon approval by the Contract Administrator, the contractor shall complete a series of model sensitivity simulations investigating the effects of the approved model configurations. Final recommendations will be made based on results.

The contractor shall coordinate with the Contract Administrator to identify potential weaknesses in the meteorological and/or emissions inventory inputs. If significant weaknesses in the meteorological and/or emissions inventory inputs are identified that would prevent adequate evaluation of the model simulations, the contractor can recommend to the Contract Administrator new simulations for the sensitivity with updated meteorological and/or emissions inventory inputs.

The contractor shall recommend the optimal model configuration(s) to be used in modeling analysis based on all of the sensitivity simulations conducted.

Within 30 days of completion of this task, a draft technical summary shall be developed and distributed to the Contract Administrator documenting the results of this task. Within 4 weeks of receiving comments from Contract Administrator, a final technical document shall be submitted to the Contract Administrator. This final technical document shall be incorporated into the modeling protocol described Section III.B., Task 2.

Task 4 – Model Performance Evaluation

The contractor shall conduct a model performance evaluation to compare the modeled estimates against observed values to assess the model's accuracy and provide an indication of its reliability. The model performance evaluation shall include a range of model testing methodologies to adequately evaluate the performance of the modeling system. The contractor shall collect all published monitoring data to evaluate model performance.

The model performance evaluation shall utilize a combination of statistical performance metrics and graphical representations. The evaluation shall also include performance goals (i.e., targets that a good performing model should achieve) and performance benchmarks (i.e., based on historical model performance measures for the best performing simulations). Performance goals and benchmarks shall be utilized as the foundation for how much weight may be accorded the modeling study results in the decision-making process.

It is recognized that the current “state of the science” of short and long-range modeling of mercury dispersion, deposition and environmental fate is limited with respect to using models in a deterministic fashion. In light of complex processes involved in mercury deposition and transport there may be alternative methods that may provide an upper limit estimate which may be suitable for site specific risk assessment but do not attempt to reconcile modeling results with measurements. Given that mercury dispersion and deposition modeling is likely to have a high degree of uncertainty and measurements may also have the same magnitude of uncertainty, a direct comparison of modeling results with measurements may be difficult. Therefore, the contractor may also propose an approach that uses the modeling results to gauge the relative magnitude of source contributions for the modeling simulations outlined in Section III.B., Task 5. An analysis (i.e., Monte Carlo simulation) that accounts for the various sources of uncertainty in the modeling analysis shall also be provided in the performance evaluation.

Within 30 days of completion of this task, a draft technical summary shall be developed and distributed to the Contract Administrator documenting the results of this task. Within 4 weeks of receiving comments from the Contract Administrator, a final technical document shall be submitted to the Contract Administrator. This final technical document shall be incorporated into the mercury deposition modeling report described in Task 6.

Task 5 – Modeling Simulations

The contractor shall conduct mercury deposition model simulations that can be utilized by DEQ to examine the following:

1. The contribution of air emissions to mercury deposition for the list of Virginia’s “impaired” water bodies and other mercury sensitive waters. The evaluation shall include a breakdown of the contribution of Virginia’s air emissions versus regional, national and global emissions sources.
2. The impact of Virginia’s Electric Generating Unit (EGU) sector’s mercury emissions on mercury deposition in Virginia, including an evaluation of the benefits of the Clean Air Mercury Rule (CAMR) and the additional statutory requirements facilities must meet to control mercury emissions;
3. The impact of Virginia’s non-EGU mercury emissions on mercury deposition in Virginia; and
4. The individual impact of a selected number of Virginia facilities (up to a maximum of 100 facilities) to local (i.e., hot spot) and regional scale mercury deposition.

Modeling simulations for each of the four (4) scenarios outlined above shall be conducted for the baseline year as well as three (3) future projection years (2010, 2015 and 2018). Future year modeling inventories shall include requirements of the state specific rule that is being developed as required by passage of HB1055 during the 2006 session of the Virginia General Assembly. This legislation restricts some facilities from being able to fully participate in the federal trading program, and will require mercury reductions to occur within Virginia and surrounding areas.

The contractor shall acquire all the appropriate emissions inventory, air quality and meteorological data necessary to support the modeling assessment.

Task 6 – Mercury Deposition Modeling Report

As each task is completed, the contractor will be expected to document:

- data sources,
- methods,
- results, and
- data uncertainty and limitations.

This approach allows the draft mercury deposition modeling report to build from task reports and to reflect changes and revisions that occur over the history of the project. The contractor shall prepare a draft and final report to detail, document and summarize the results of the mercury deposition modeling study. A complete outline of the report is not specified in this RFP. However, the final report must contain:

- An executive summary that provides a brief overview and summary of the modeling effort, emissions and models used, model configuration, model performance evaluation overview and results, and rationale for the selected configuration.

- Technical detail for all the sections identified in the modeling protocol.
- A discussion/documentation of data uncertainties (i.e., emissions and deposition)
- A discussion on data accessibility and availability.
- Maps illustrating the projected mercury deposition occurring within Virginia. The deposition maps will also identify stationary sources included in the emission inventory. Virginia fish consumption advisory information, provided by the agency will also be included on maps produced.

A draft outline of the report shall be prepared for review by the DEQ Contract Administrator prior to the development and distribution of the draft report.

Within four weeks of receiving comments from DEQ (via the Contract Administrator) on the draft report, a final report shall be submitted to the Contract Administrator for approval. The contractor shall submit fifteen hard copies of the final report to the Contract Administrator for distribution. An electronic copy of the report, in a format approved by the DEQ, shall be submitted to the Contract Administrator.

Task 7 – Data Archival and Transfer of Modeling Files

All relevant data sets, model codes, scripts, and related software required to corroborate the study findings will be provided in an electronic format approved by DEQ. Transfer of data may be facilitated through the combination of a project website and the transfer of large databases via overnight mail. Database transfers will be accomplished using an ftp protocol for smaller datasets, and the use of IDE and Firewire disk drives for larger data sets.

Task 8 – Quality Assurance Plan

The contractor shall develop a Quality Assurance Project Plan (QAPP) to ensure that the modeling study is scientifically sound, robust, and defensible (i.e., the QAPP should specify the requirements needed to ensure the quality of the results produced by the model(s)).

Task 9 - Project Management

Effective communications and free flow of information between DEQ and the contractor is essential to accomplish the modeling necessary for this project. The objectives of this task are to manage project activities, participate in conference calls, manage the contract and provide general oversight and overall quality assurance.

The contractor shall submit a general project report plan during the first month of the contract. The contractor will review progress against this work plan monthly during the project and will revise the work plan as needed.

The following management activities, at a minimum, shall be performed as part of this task:

- Prompt response to questions raised by DEQ.

- Timely submittal of all deliverables.
- Participation in scheduled conference calls to be held approximately biweekly as well as expected ad hoc conference calls to be held as needed.
- Participation in up to 4 meetings (1 day per meeting) per year for purposes of project planning and review of project progress.
- Development and refinement of the project Scope of Work in cooperation with the DEQ modeling team and other project representatives.
- Preparation of monthly progress reports.
- Development and implementation of the modeling analysis in accordance with the modeling protocol and Quality Assurance Project Plan (QAPP).

Task 10: Other Tasks as Assigned

The tasks outlined in this RFP may not include all of the emissions and modeling work needed to support the mercury deposition analysis. Uncertainties exist in particular aspects of this large modeling exercise. The costs associated with any additional tasks will be negotiated between the Contract Administrator and the contractor as the tasks are defined.

C. Analysis of Mercury Deposition Impact on Fish Tissue Concentrations

DEQ is interested in an assessment of the feasibility of estimating the reduction of mercury input into a watershed and/or waterbody via atmospheric deposition that would be needed to result in a reduction of methylmercury in fish tissue to reach a target concentration (e.g. x% reduction in mercury-air deposition can be expected to result in y% reductions of fish-mercury concentrations over a time period). This assessment would consist of the tasks detailed below.

Task 1: Literature Review

The contractor shall conduct a literature/case study review to summarize the available empirical information on the links between changes in loading from air deposition of inorganic mercury to corresponding concentrations of methylmercury in fish tissue. Suggested areas for investigation should include, but not be limited to, studies in Wisconsin, Minnesota, Florida, Massachusetts, and Maryland. A summary report shall identify the amount and timing of response in fish tissue methylmercury concentrations observed compared to the relative changes of inorganic mercury inputs from air deposition to the watersheds/water bodies and shall identify the range of these empirical responses seen in the available literature reports. Reportable items shall include:

- study locations (maps) and ecological conditions of affected water bodies;
- available data records used in studies, such as
 - fish tissue, including size and species information,
 - water column concentrations of mercury, total organic carbon, pH, dissolved oxygen and sulfates and sulfites,
 - air deposition of mercury;
- proximity of any mercury emitters to the affected waterbody and the kind of emitter e.g. coal fired power plant, municipal incinerators, metal smelters or other industry etc. Any

information or assumptions of estimated mercury on emissions characteristics such as total annual emissions, speciation and/or stack height should be included;

- reductions in mercury emissions vs. reductions in deposition/water column concentrations/fish tissue;
- any quantitative relationships between air reductions and the timing of those reductions and fish tissue reductions; and
- any assumptions utilized in the findings.

Task 2: Application of Empirical Studies to Virginia

The contractor shall analyze the applicability of these existing empirical studies to Virginia water bodies, i.e. similar environmental characteristics, food chain similarity, type/characteristics of Virginia mercury emission sources, etc.

Task 3: Present Scientific Linkage

The contractor shall present a discussion, targeted towards an informed public audience, of the biological, environmental and biogeochemical factors that influence the links between inorganic mercury air deposition inputs into a watershed/water body and the bioaccumulation of methylmercury in fish on a species specific basis, and the current scientific understanding for each of those factors.

Task 4: Applicability of Florida Everglades Model

The contractor shall evaluate the applicability to Virginia water bodies of the mercury cycling-bioaccumulation model developed for the Florida Everglades.

Task 5: Data Needs for Virginia Model

The contractor shall identify the data needs for developing a model to predict mercury cycling and bioaccumulation in a specific waterbody in Virginia's coastal plain. Under this task the contractor shall:

- evaluate available data (mercury air deposition , water column, fish tissue and sediment) from Dragon Run, the Blackwater River or another Virginia coastal plain waterbody for usability in a mercury cycling model and suitability to serve as a representative waterbody in Virginia's coastal plain given ecological and air deposition patterns;
- recommend additional data needs in the selected watershed or more representative watershed, if needed;
- assess whether there are sufficient data available to develop a scientifically defensible mercury cycling model capable of predicting the effects of changes of mercury loading from air deposition to changes of mercury concentrations in the water column, fish tissue and sediment and the timing of those changes - such a model should address expected impacts of reduced air emissions on fish tissue methylmercury concentrations on a species and size basis;
- provide a separate cost estimate to develop such a scientifically defensible model if the currently available data is sufficient and to identify and address differences, if any, between the model results and any empirical relationships that were presented under task 1 (if a model is developed); and,
- determine if available data/information are not currently sufficient to justify or support

development of a model, and if so, the report should provide an example study plan to gather the data needed to develop such a model in a representative coastal Virginia watershed, and/or provide justification based on empirical data developed under Task 1 why mercury cycling modeling is not expected to result in any significantly improved information.

Task 6: Mercury Deposition Impact on Fish Tissue Concentrations Report

The contractor shall prepare a draft and final report to detail, document and summarize the results of Tasks 1, 2, 3, and 4 on or around July 1, 2007 and Task 5 on or around March 1, 2008.

A draft outline of each report shall be prepared for review by the DEQ Contract Administrator prior to the distribution of the draft report.

Within four weeks of receiving comments from DEQ (via the Contract Administrator), a final report shall be submitted to the Contract Administrator for approval. The contractor shall submit fifteen hard copies of the final report to the Contract Administrator for distribution. An electronic copy of the report, preferably in Word 2000 format, shall be submitted to the Contract Administrator.

Task 7 – Data Archival and Transfer of Modeling Files

All relevant data sets, model codes, scripts, and related software required to corroborate the study findings will be provided in an electronic format approved by DEQ. Transfer of data may be facilitated through the combination of a project website and the transfer of large databases via overnight mail. Database transfers will be accomplished using an ftp protocol for smaller datasets, and the use of IDE and Firewire disk drives for larger data sets.

Task 8 – Quality Assurance Plan

The contractor shall develop a Quality Assurance Project Plan (QAPP) to ensure that the modeling study is scientifically sound, robust, and defensible (i.e., the QAPP should specify the requirements needed to ensure the quality of the results produced by the model(s)).

Task 9 - Project Management

Effective communications and free flow of information between DEQ and the contractor is essential to accomplish the modeling necessary for this project. The objectives of this task are to manage project activities, participate in conference calls, manage the contract and provide general oversight and overall quality assurance.

The contractor shall submit a general project report plan during the first month of the contract. The contractor will review progress against this work plan monthly during the project and will revise the work plan as needed.

The following management activities, at a minimum, shall be performed as part of this task:

- Prompt response to questions raised by DEQ.
- Timely submittal of all deliverables.

- Participation in scheduled conference calls to be held approximately biweekly as well as expected ad hoc conference calls to be held as needed.
- Participation in up to 4 meetings (1 day per meeting) per year for purposes of project planning and review of project progress.
- Development and refinement of the project Scope of Work in cooperation with the DEQ modeling team and other project representatives.
- Preparation of monthly progress reports.
- Development and implementation of the modeling analysis in accordance with the modeling protocol and Quality Assurance Project Plan (QAPP).

Task 10: Other Tasks as Assigned

The tasks outlined in this RFP may not include all of the work needed to support a full analysis of the impact that mercury deposition has on fish tissue concentrations. Uncertainties exist in developing a mercury cycling model. The costs associated with any additional tasks will be negotiated between the Contract Administrator and the contractor as the tasks are defined.

D. Human Health Risks Assessment from Methylmercury Contaminated Fish

DEQ is seeking information that will enable the agency to analyze the relationship between methylmercury contaminated fish and human ingestion by examining levels of risks to “vulnerable” (highly exposed or sensitive) human subpopulations due to fish ingestion and seafood related products.

This information will be collected through use of a risk assessment model and would assist in performing an economic analysis of the “benefits” of requiring additional reductions of mercury emissions and the corresponding reduction of mercury contamination levels of fish and shellfish in Virginia waters.

Task 1: Literature Review

The contractor shall conduct a literature review of existing studies in the areas of toxicology, environmental analysis of fish tissue and aquatic biota in relation to human health effects. Specifically, the contractor will do the following:

- Evaluate studies from research institutes – United States Environmental Protection Agency’s (EPA) Risk Assessment division, National Institute of Health (NIH), Health Effects Institute, Virginia Institute of Marine Science (VIMS) and peer reviewed journal publications - dealing with the effects of mercury and particulate pollutants on human health. The review shall include reviews of surrogate data-based analysis that have been performed, including the identification of risk assessment models that have utilized surrogate data.
- Conduct a review of the Virginia Department of Health (VDH) and EPA records of exposure to mercury and other public records to identify the “at-risk” subpopulations in the Commonwealth that face potential health risks from mercury.
- For the state of Virginia, gather fish mercury bioaccumulation data for species relevant to

human consumption, consumption rates and patterns so as to generate their probabilistic distribution functions.

- Identify general health parameters that are used to understand human responses to varying levels of methylmercury intake as also specified in databases such as the EPA IRIS database (<http://www.epa.gov/iris>).
- Prepare a report summarizing the literature review that elaborates on existing research (and related assumptions) on dose-response relationships between fish tissue contamination of methylmercury and related effects to human health. The contractor shall provide a list of relevant websites, scientific journals, and studies reviewed in the report.

Task 2: Identify and test simulation model(s) that are applicable to Virginia

Based on the above literature and database reviews of current risk assessment studies, models and existing data on human consumption levels, rates and types of seafood consumed, the contractor shall identify appropriate simulation models that would fit the data available (input parameters) and if unavailable, develop a Virginia specific risk assessment model with surrogate data. A detailed cost breakdown of the various simulation models and other data procurement costs shall also be provided for DEQ's review and approval.

Task 3: Provide a prototype model applicable to representative region of Virginia

Based on the literature review, the contractor shall initially develop a prototype model with baseline year conditions and submit the prototype to DEQ for review of the implicit assumptions and parameter values. Upon approval of the baseline model settings, the contractor shall provide simulated estimates of the health risk associated with fish consumption to "at-risk" Virginia subpopulations, taking into account the Department of Health's fish advisory standards. Furthermore, the model should identify the probabilities at which the "at-risk" groups of the population are at risk given: Low, Medium and High levels of methylmercury intake. In the absence of sufficient data, development of a representative model that fits a certain local region within Virginia would be acceptable. The contractor shall also explore other avenues or models to develop best-guess estimates to make projections on the range of methylmercury intake (based on emission and deposition information), in the event that adequate fish tissue data is missing. The model should be validated through an evaluation of computed risk estimates and submitted to DEQ for review. DEQ may include a group of experts from the areas of fish tissue analysis, toxicology and human health to review the validity of the model.

Task 4: Report of risk assessment analysis and potential impact to human health

Using an appropriately working and validated risk assessment model, DEQ shall be given an analysis of the range of intakes of methylmercury by "at-risk" sub-groups of Virginian population and associated probabilities of being at risk to exposure and severe human health effects. Specifically, the DEQ expects that the contractor shall use the risk assessment model to generate estimates of risks to the sensitive sub-groups of Virginia's population due to exposure to different levels of methylmercury in fish tissue in response to baseline, Phase 1 (2010) and Phase 2 (2015 and 2018) level of emissions (and consequent levels of deposition).

A preliminary report shall be submitted to DEQ that consists of: risk assessment model, input and raw data files, specification of related assumptions and final results. Within four weeks of receiving comments from DEQ, the contractor will make necessary changes and/or modify and submit a final report to the Contract Administrator that comprises of the literature review,

simulation model and assumptions, copy of the data used and final results.

Task 5 – Data Archival and Transfer of Modeling Files

All relevant information required to corroborate the study findings will be provided in an electronic format approved by DEQ. Transfer of data may be facilitated through the combination of a project website and the transfer of large databases via overnight mail. Database transfers will be accomplished using an ftp protocol for smaller datasets, and the use of IDE and Firewire disk drives for larger data sets.

Task 6 – Quality Assurance Plan

The contractor shall develop a Quality Assurance Project Plan (QAPP) to ensure that the modeling study is scientifically sound, robust, and defensible (i.e., the QAPP should specify the requirements needed to ensure the quality of the results produced by the models).

Task 7 - Project Management

Effective communications and free flow of information between DEQ and the contractor is essential to accomplish the modeling necessary for this project. The objectives of this task are to manage project activities, participate in conference calls, manage the contract and provide general oversight and overall quality assurance.

The contractor shall submit a general project report plan during the first month of the contract. The contractor will review progress against this work plan monthly during the project and will revise the work plan as needed.

The following management activities, at a minimum, shall be performed as part of this task:

- Prompt response to questions raised by DEQ.
- Timely submittal of all deliverables.
- Participation in scheduled conference calls to be held approximately biweekly as well as expected ad hoc conference calls to be held as needed.
- Participation in up to 4 meetings (1 day per meeting) per year for purposes of project planning and review of project progress.
- Development and refinement of the project Scope of Work in cooperation with the DEQ modeling team and other project representatives.
- Preparation of monthly progress reports.
- Development and implementation of the modeling analysis in accordance with the modeling protocol and Quality Assurance Project Plan (QAPP).

Task 8: Other Tasks as Assigned

There is the possibility that during the course of the project additional tasks not originally

identified will need to be completed. The costs associated with any additional tasks will be negotiated between the Contract Administrator and the contractor as the tasks are defined.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offer to satisfy a "must" or "shall" requirement does not automatically remove that offer from consideration;

however, it may seriously affect the overall rating of the offers' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offer shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Department of Environmental Quality may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Offeror Data Sheet, included as Attachment D to the RFP, and other specific items or data requested in the RFP.
- 3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
- 4. Specific plans for providing the proposed goods/services including:
 - List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.

- What, when and how the service will be performed.
 - Time frame for completion (if not otherwise specified by the agency in the statement of needs).
5. Proposed Price. Indicate in the pricing schedule, Section XI of the RFP.
 6. SWAM Utilization - Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of this solicitation. (Complete Attachment G).

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION PROCESS: All proposals will be reviewed and evaluated by an Evaluation Committee. “Best Value” concepts will be used for the evaluation and award. “Best Value”, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body’s needs. The Commonwealth will consider award to other than the lowest priced offeror or other than the highest technically acceptable offeror. The committee will recommend the proposal(s) which most closely meet the requirements of the Commonwealth.

B. EVALUATION CRITERIA: Proposals shall be evaluated by the Purchasing Agency using the following criteria:

	<u>POINT VALUE</u>
1. Qualifications and experience of offerors, including specific experience in providing the services, such as performing air quality modeling, work with fish tissue concentration information, and identifying health impacts from contaminants.	25
2. Specific implementation plan or methodology to perform services.	25
3. References from other clients documenting the experience of primary contact. (See Attachment D)	20
4. Price	20
5. Participation of small, women-owned and minority-owned businesses, and planned utilization of same in the performance of this contract. (See Attachment G)	10
TOTAL	100

C. AWARD OF CONTRACT: DEQ reserves the right to award separate contracts for activities as described in Sections IIIA-B, Section III C, and III D. DEQ also reserves the right not to award any one portion of Section III A-B, C or D. Selection shall be made of offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be conducted with each offeror so selected, the Purchasing Agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The

Purchasing Agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be the most advantageous (Section 2.2-4359, *Code of Virginia*). Should the Purchasing Agency determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY REQUIREMENTS

- A. The contractor shall provide a monthly progress report to the Contract Administrator, Mike Kiss for Section III A and B, Alex Barron for Section III C and Vijay Satyal for Section III D. These reports should contain the following information:

Deliverables for Sections A and B:

1. The contractor shall prepare a draft and final report to detail, document and summarize the results of the mercury emissions data analysis tasks (Section III.A, Task 1 through Task 3). The final report is due on or around **July 1, 2007**.
2. The contractor shall develop and submit a conceptual model to the Contract Administrator for review and approval prior to conducting the modeling analysis (Section III.B., Task 1) on or around **July 1, 2007**.
3. The contractor shall develop and submit a modeling protocol to the Contract Administrator for review and approval prior to conducting the modeling analysis (Section III.B., Task 2) on or around **July 1, 2007**.
4. A draft technical summary shall be developed and distributed to the Contract Administrator documenting the results of the model sensitivity analysis (Section III.B., Task 3) on or around **October 1, 2007**. Within 4 weeks of receiving comments from Contract Administrator, a final technical document shall be submitted to the Contract Administrator. This final technical document shall be incorporated into the modeling protocol described in Section III.B., Task 2.
5. A draft technical summary shall be developed and distributed to the Contract Administrator documenting the results of the model performance evaluation (Section III.B., Task 4) on or around **October 1, 2007**. Within 4 weeks of receiving comments from Contract Administrator, a final technical document shall be submitted to the Contract Administrator. This final technical document shall be incorporated into the modeling report described in Section III.B., Task 6.
6. The contractor shall prepare a draft and final report to detail, document and summarize the results of the mercury deposition modeling study (Section III.A, Task 6). The final report is due on or around **January 15, 2008**.
7. All relevant data sets, model codes, scripts, and related software required to corroborate the mercury deposition modeling study findings will be provided in an electronic format approved on or around DEQ (Section III.B., Task 7) on or around **January 15, 2008**.
8. The contractor shall develop a Quality Assurance Project Plan (QAPP) to ensure that the modeling study is scientifically sound, robust, and defensible (i.e., the QAPP should specify the requirements needed to ensure the quality of the results produced by the model(s)) (Section III.B., Task 8) on or around **July 1, 2007**.

Deliverables for Section C:

The contractor shall prepare a draft and final report to detail, document and summarize the results of Section III.C., Tasks 1, 2, 3, and 4 on or around **July 1, 2007** and Section III.C., Task 5 on or around **March 1, 2008**.

Deliverables for Section D:

1. The contractor shall prepare a draft and final report to detail, document and summarize the results of the literature review and summary of existing risk assessment studies and related simulation models (Section III.D., Tasks 1 and 2). The final report is due on or around **July 1, 2007**
2. The contractor shall complete Section III.D., Task 3 or development of a prototype model that presents the baseline scenario results, data used and underlying assumptions on or around **September 1, 2007**. Within 4 weeks of receiving comments from the Contract Administrator, a final baseline model with report of the findings, data used and modified assumptions will be provided on or around the contractor.
3. A draft technical summary of the simulation model results for the baseline case versus Phase 1 (2010) and 2 (2015 and 2018) emission levels (Section III.D., Task 4) will be presented on or around **February 1, 2008** which includes model validation and presentation for review. Within 4 weeks of receiving comments from the Contract Administrator, a final baseline model will be developed that includes any modified changes or comments.
4. The contractor shall prepare a final report that documents Section III.D., Tasks 1, 2, 3 and 4 with appropriate electronic files, data used and the model on or around **May 1, 2008**.

Additional Deliverables:

The contractor shall provide the following additional deliverables if cost and available funds allow:

1. Ad-hoc modeling work needed to support the mercury deposition analysis (Section III.B., Task 10).
 2. Any additional tasks agreed to by both the contractor and the agency as identified in Section III.C., Task 10 and Section III. D., Task 8.
- B. Schedules shall allow a two-week review period by DEQ for each draft deliverable from the contractor. Deliverables shall be submitted electronically. Paper copies may also be requested. DEQ is required to provide an interim report and a final report to the Virginia General Assembly on issues that will be examined in the RFP. In order to meet reporting deadlines to the General Assembly, DEQ is seeking proposals from entities that will be able to complete the required tasks as identified in the deliverable section.
- C. Periodic Progress Reports/Invoices: For contracts requiring the submission of periodic contract performance progress reports or program status reports, the contractor will include a section on involvement of small businesses and businesses owned by women and minorities. The section will specify the actual dollars contracted to be spent to-date with such businesses, actual dollars expended to-date with such businesses, and the total dollars planned to be contracted with such

businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses, and minority-owned businesses.

If the contract does not require the submission of periodic progress reports, the contractor will provide the above required information on actual involvement of small businesses and businesses owned by women and minorities as part of their periodic invoices.

- D. Final Actual Involvement Report: The contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm or business class as specified in the proposal, and the actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.
- E. Each prime contractor who is awarded a contract in which provision of a **SWAM Utilization Plan** (Attachment G) is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence of compliance with the procurement plan.

The Contractor shall provide to the agency documentation that the contractor has utilized SWAM in accordance with its **SWAM Utilization Plan**. Documentation shall be provided quarterly.

VII. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at 10:00 a.m. on Tuesday, October 10, 2006, at the Department of Environmental Quality, 1st Floor Conference Room, 629 East Main Street, Richmond, VA, 23219. Vendors who elect not to attend the pre-proposal conference in person may participate via conference call, and should contact Ms. Melissa Porterfield by telephone at 804-698-4238 by Friday October 6, 2006 to receive information on how to participate in the pre-proposal conference by telephone.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS

The Commonwealth of Virginia General Terms and Conditions, and any changes or revisions thereto, are hereby incorporated into this solicitation and the resulting contract in their entirety. The General Terms and Conditions are defined in the Agency Procurement and Surplus Property Manual (APSPM) accessible online at www.eva.state.va.us or by contacting the Contract Officer listed on the cover page of this solicitation.

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this

contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services

or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been

instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM Utilization Plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes

Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** OMITTED
- R. **USE OF BRAND NAMES:** OMITTED
- S. **TRANSPORTATION AND PACKAGING:** OMITTED
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service

Accounting
Architecture
Asbestos Design, Inspection or Abatement Contractors
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical

Limits

\$1,000,000 per occurrence, \$3,000,000 aggregate
\$2,000,000 per occurrence, \$6,000,000 aggregate
\$1,000,000 per occurrence, \$3,000,000 aggregate

Therapist Assistants, Clinical Psychologists,
 Clinical Social Workers, Professional Counselors,
 Hospitals, or Health Maintenance Organizations.) \$1,800,000 per occurrence, \$3,000,000 aggregate
 (Limits increase each July 1 through fiscal year
 2008, as follows:
 July 1, 2007 - \$1,925,000,
 July 1, 2008 - \$2,000,000.

This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

Name of Contract Officer Judy Wallace, VCO

From: _____ Name of Offeror	_____ Due Date	_____ Time
_____ Street or Box Number	_____ RFP No.	
_____ City, State, Zip Code	_____ RFP Title	

(See Attachment A)

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

X. METHOD OF PAYMENT

- A. Payment shall be made after the agency deems the tasks have been successfully completed and an invoice has been submitted. Each invoice shall identify clearly the specific work tasks completed during that billing period.
- B. Send all invoices to:
Department of Environmental Quality
Attn: Accounts Payable
P.O. Box 1105
Richmond, Virginia 23218

XI. PRICING SCHEDULE

The offer may choose to submit a proposal for completing tasks listed in Section III A and III B, and/or Section III C and/or Section III D. Please only complete the applicable section below.

Section III A.

Task 1 - \$ _____

Task 2 - \$ _____

Task 3 - \$ _____

Task 4 - \$ _____

Task 5 - \$ _____

Task 6 – \$ _____

Task 7 – \$ _____

Task 8 - \$ _____

Section III B

Task 1 - \$ _____

Task 2 - \$ _____

Task 3 - \$ _____

Task 4 - \$ _____

Task 5 - \$ _____

Task 6 – \$ _____

Task 7 – \$ _____

Task 8 - \$ _____

Task 9 - \$ _____

Total for Sections III A and B \$ _____

Section III C.

Task 1 - \$ _____

Task 2 - \$ _____

Task 3 - \$ _____

Task 4 -	\$ _____
Task 5 -	\$ _____
Task 6 –	\$ _____
Task 7 –	\$ _____
Task 8 -	\$ _____
Task 9 -	\$ _____

Total for Section III C	\$ _____
-------------------------	----------

Section III D

Task 1 -	\$ _____
Task 2 -	\$ _____
Task 3 -	\$ _____
Task 4 -	\$ _____
Task 5 -	\$ _____
Task 6 –	\$ _____
Task 7 –	\$ _____

Total for Section III D	\$ _____
-------------------------	----------

LUMP SUM TOTAL	\$ _____
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 Show breakdown of costs for personnel assigned to project: ***(Included in Task Pricing Above)***

<u>Classification</u>	<u>Hourly Rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

XII. ATTACHMENTS

- A. IDENTIFICATION OF PROPOSAL ENVELOPE
- B. CONFLICT OF INTEREST FORM
- C. CERTIFICATE OF INSURANCE
- D. VENDOR DATA SHEET
- E. PROPRIETARY FORM
- F. SUBSTITUTE W-9 FORM
- G. SWAM UTILIZATION PLAN

ATTACHMENT A: IDENTIFICATION OF PROPOSAL ENVELOPE

**DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF PROCUREMENT SERVICES
ATTN: JUDY WALLACE, VCO
629 EAST MAIN STREET
RICHMOND, VA 23219**

From: _____	<u>November 13, 2006</u>	<u>2 PM</u>
Name of Offeror	Due Date	Time
_____	<u>07-03-JW</u>	
Street or Box Number	RFP No.	
_____	<u>Virginia Mercury Study</u>	
City, State, Zip Code	RFP Title	

SEALED PROPOSAL

ATTACHMENT B: CONFLICT OF INTEREST FORM

Virginia State & Local Government Conflicts of Interest and Public Procurement

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., of the Code of Virginia (1950), as amended, (The Code), the State and Local Government Conflict of Interests Act, and Section 2.2-4300 et. seq. of the Code, the Virginia Public Procurement Act.

The Offeror is _____ or is not _____ aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain below:

§ 2.2-3100. Policy; application; construction.

The General Assembly, recognizing that our system of representative government is dependent in part upon (i) citizen legislative members representing fully the public in the legislative process and (ii) its citizens maintaining the highest trust in their public officers and employees, finds and declares that the citizens are entitled to be assured that the judgment of public officers and employees will be guided by a law that defines and prohibits inappropriate conflicts and requires disclosure of economic interests. To that end and for the purpose of establishing a single body of law applicable to all state and local government officers and employees on the subject of conflict of interests, the General Assembly enacts this State and Local Government Conflict of Interests Act so that the standards of conduct for such officers and employees may be uniform throughout the Commonwealth.

This chapter shall supersede all general and special acts and charter provisions which purport to deal with matters covered by this chapter except that the provisions of §§ [15.2-852](#), [15.2-2287](#) and [15.2-2289](#) and ordinances adopted pursuant thereto shall remain in force and effect. The provisions of this chapter shall be supplemented but not superseded by the provisions on ethics in public contracting in Article 6 (§ [2.2-4367](#) et seq.) of Chapter 43 of this title and ordinances adopted pursuant to § [2.2-3104.2](#) regulating receipt of gifts.

This chapter shall be liberally construed to accomplish its purpose.

§ 2.2-4300. Short title; purpose; declaration of intent.

A. This chapter may be cited as the Virginia Public Procurement Act.

B. The purpose of this chapter is to enunciate the public policies pertaining to governmental procurement from nongovernmental sources, to include governmental procurement that may or may not result in monetary consideration for either party. This chapter shall apply whether the consideration is monetary or nonmonetary and regardless of whether the public body, the contractor, or some third party is providing the consideration.

C. To the end that public bodies in the Commonwealth obtain high quality goods and services at reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business and that no offeror be arbitrarily or capriciously excluded, it is the intent of the General Assembly that competition be sought to the maximum feasible degree, that procurement procedures involve openness and administrative efficiency, that individual public bodies enjoy broad flexibility in fashioning details of such competition, that the rules governing contract awards be made clear in advance of the competition, that specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor, and that the purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered. Public bodies may consider best value concepts when procuring goods and nonprofessional services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.

ATTACHMENT C: CERTIFICATE OF INSURANCE

COMMONWEALTH OF VIRGINIA CERTIFICATE OF INSURANCE

Name and Address of Insured	THIS IS TO CERTIFY THAT THE INSURANCE POLICIES COVERING THE BUSINESS OPERATIONS MENTIONED BELOW ARE IN FORCE WITH THIS COMPANY AND THE COMMONWEALTH OF VIRGINIA IS NAMED AS ADDITIONAL INSURED.
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TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS (000)			
<input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury	EACH OCCURRENCE	AGGREGATE	
				\$	\$	
			Property Damage	\$	\$	
			Bodily Injury And Property Damage Combined	\$	\$	
			Personal Injury		\$	
<input type="checkbox"/> Comprehensive <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	\$	
			Bodily Injury (Each Accident)	\$		\$
			Property Damage	\$		\$
			Bodily Injury And Property Damage Combined	\$		\$
<input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form			Bodily Injury And Property Damage Combined	\$	\$	
Worker's Compensation and Employer's Liability						
				\$	(Each Accident)	
Other						

Description of Operations / Locations / Vehicles

The Commonwealth shall be named an additional insured on all policies except Worker's Compensation. The above policies shall not terminate or otherwise expire prior to thirty (30) days after written notice to that effect is given by certified mail to the certificate holder listed below.

Name and Address of Certificate Holder at Whose Request This Certificate Is Issued:		
	Insurance Carrier	
	By _____ Authorized Agent in Virginia	
	Date _____	

INSURANCE

1. THE CONTRACTOR SHALL PROVIDE THE PURCHASING OFFICE A COMMONWEALTH OF VIRGINIA CERTIFICATE OF INSURANCE PRIOR TO THE START OF ANY JOB, AND AGREES TO MAINTAIN SUCH INSURANCE UNTIL THE COMPLETION OF THE PROJECT. THE MINIMUM LIMITS OF LIABILITY SHALL BE:

WORKERS COMPENSATION - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

EMPLOYERS LIABILITY - \$100,000.

COMMERCIAL GENERAL LIABILITY - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.**

PREMISES/OPERATIONS LIABILITY

PRODUCTS AND COMPLETED OPERATIONS COVERAGE

INDEPENDENT CONTRACTORS LIABILITY OR OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY

PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS COVERAGES – required when soliciting services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,800,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

THE COMMONWEALTH RESERVES THE RIGHT TO REQUIRE HIGHER LIMITS ON ANY CONTRACT PROVIDED NOTICE OF SUCH REQUIREMENTS IS STATED IN THE SOLICITATION. THE COMMONWEALTH IS TO BE NAMED AS AN ADDITIONAL INSURED. A THIRTY-DAY NOTICE OF CANCELLATION OR NONRENEWAL IN WRITING SHALL BE FURNISHED BY CERTIFIED MAIL TO THE PURCHASING OFFICE AT THE ADDRESS INDICATED ON THE SOLICITATION.

2. THE CONTRACTOR AGREES TO BE RESPONSIBLE FOR, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMMONWEALTH, ITS OFFICERS, AGENTS AND EMPLOYEES FROM THE PAYMENT OF ALL SUMS OF MONEY BY REASON OF ANY CLAIM AGAINST THEM ARISING OUT OF ANY AND ALL OCCURRENCES RESULTING IN BODILY OR MENTAL INJURY OR PROPERTY DAMAGE THAT MAY HAPPEN TO OCCUR IN CONNECTION WITH AND DURING THE PERFORMANCE OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER THE WORKER'S COMPENSATION ACT. THE CONTRACTOR AGREES THAT IT WILL, AT ALL TIMES, AFTER THE COMPLETION OF THE WORK, BE RESPONSIBLE FOR, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMMONWEALTH, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL LIABILITIES RESULTING FROM BODILY OR MENTAL INJURY OR PROPERTY DAMAGE DIRECTLY OR INDIRECTLY ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THE CONTRACT.

ATTACHMENT D: VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months
4. Vendor Information:
FIN or FEI Number: _____ If Company, Corporation, or Partnership
Social Security Number: _____ If Individual
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT E: PROPRIETARY FORM

PROPRIETARY – CONFIDENTIAL INFORMATION SUMMARY FORM

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

- A=** This page contains information relating to “trade secrets” and “proprietary information” including processes, operations, style of work, or apparatus, identity, confidential statistical data, amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act, Section 2.2-4342 (D). Unauthorized disclosure such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B=** This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342 (D); 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C=** This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. See Virginia Public Procurement Act, Section 2.2-4342 (D); 5 U.S.C. 552 (b) (4); 12C.F.R. 309.5 (c) (4).

ATTACHMENT F: SUBSTITUTE W-9 FORM**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) & CERTIFICATION****Substitute Form W-9**

Each person/organization doing business with the Commonwealth must provide the following information or be subject to back up withholding.

1	AND/OR	
Social Security Number		Federal Identification Number
2		3
Dun & Bradstreet Number		eVA Registration Number

Check Only One:

0*	Other	8*	Medical Corporation
2	Federal Agency	9	Non-Reportable Individual
3	State Agency	A*	Partnership
4	Local Government	B*	Estate
5	Political Subdivision	C*	Trust
6	Corporation	D*	Limited Liability Company
7*	Sole Proprietor or Reportable Individual		

*** Indicates vendor may be eligible to receive a Form 1099**

LEGAL NAME:	
TRADE NAME:	
ORDER ADDRESS:	
Contact Person:	Telephone #:
E-mail Address:	Fax #:

REMITTANCE ADDRESS:	
Contact Person:	Telephone #:

Is this Business Certified with the
Dept. of Minority Business Enterprise (DMBE): ☐ Y ☐ N
Minority Owned ☐ ₁ **Y** ☐ ₁ **N** **Woman Owned** ☐ ₂ **Y** ☐ ₂ **N** **Small** ☐ ₃ **Y** ☐ ₃ **N**

- 1) A business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantages may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- 2) Business enterprise at least 50% of which is owned by females or in the case of a publicly owned business at least 51% of the stock of which is owned by females.
- 3) Corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

CERTIFICATION**Under penalties of perjury, I certify that:**

- 1) The number(s) shown on this form is/are my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2) I am not subject to backup withholding because [a] I am exempt from backup withholding, or [b] I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or [c] the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions – You must cross out item 1 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Signature: _____ **Date:** _____

ATTACHMENT G: PARTICIPATION IN SWAM

SWAM (Small, Women and Minority-Owned Businesses) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____ **Date:** _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program. **For purposes of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.**

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbe.virginia.gov (Customer Service).

1. Plans for Utilization of SWAM Businesses					
SWAM Business Name & Address	SWAM Status: Small (S), Women (W), Minority (M) & DMBE Certif. # & Date	Contact Person, Tele. & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					